

Section D Part 03

Packaging and Marking

D.3.1 552.211-75 Preservation, Packaging and Packing (FEB 1996)

Unless otherwise specified, all items shall be preserved, packaged, and packed in accordance with normal commercial practices, as defined in the applicable commodity specification. Packaging and packing shall comply with the requirements of the Uniform Freight Classification and the National Motor Freight Classification (issue in effect at time of shipment) and each shipping container or each item in a shipment shall be of uniform size and content, except for residual quantities. Where special or unusual packing is specified in an order, but not specifically provided for by the contract, such packing details must be the subject of an agreement independently arrived at between the ordering agency and the contractor.

D.3.2 552.211-77 Packing List (FEB 1996)

A packing list or other suitable shipping document shall accompany each shipment and shall indicate:

- (a) Name and address of the consignor
- (b) Name and complete address of the consignee
- (c) Government order or requisition number
- (d) Government bill of lading number covering the shipment (if any)
- (e) Description of the material shipped, including item number, quantity, number of containers, package number (if any), and weight of each package

D.3.3 Packing, Marking and Storage of Equipment

All packing, marking and storage incidental to shipping of equipment to be provided under this contract shall be made at the contractor's expense (shipping costs included in the item price). Such packing, supervision, marking, and storage costs shall not be separately billed to the Government.

D.3.4 Shipment

Items shall be preserved, packaged, and/or packed so as to ensure acceptance by common carrier and provide safe transportation at the most economical rate(s).

Section D Part 04

Inspection and Acceptance

D.4.1 INSPECTION and ACCEPTANCE

Inspection of all items under this contract shall be accomplished by a duly authorized representative of the U.S. Air Force Network Integration Center in conjunction with the GSA Contracting Officer and/or Contracting Officer's Technical Representative (COTR).

Acceptance of all items under this contract (including reporting and data requirements) shall be accomplished by the Contracting Officer, the COTR, or other duly authorized representative. Only the Contracting Officer is authorized to accept nonconforming items or services. Acceptance of priced items will not be made unless accompanied by acceptable, accompanying Not-Separately-Priced items.

The inspecting official shall notify the GSA Contracting Officer of the acceptance or rejection of the items within seven (10) calendar days of delivery. The GSA Contracting Officer will notify the Contractor of either acceptance or rejection of each deliverable within 10 days of delivery. If a deliverable is rejected, the Contractor shall take appropriate corrective action and re-submit the deliverable for inspection within 10 days of receiving the rejection notice or within a different period as mutually agreed to by the parties. The Contractor is authorized to bill for all delivered items that have been accepted.

Section D
Part 5

Deliveries or Performance

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D.5.1 52.252-2 Clauses Incorporated by Reference (FEB 1998)

This contract incorporates one or more Federal Acquisition Regulation (FAR) clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

	FAR Clause #.	Title and Date
1	FAR 52.242-15	Stop Work Order (AUG 1989)
2	FAR 52.242-17	Government Delay of Work (APR 1984)
3	FAR 52.247-34	F.O.B. Destination (NOV 1991)

D.5.2 Period of Performance

The period of performance of this contract shall be a 1-year base period.

Base Year - September 30, 2014 through September 29, 2015

D.5.3 Deliverables

The items the contractor delivers to the Government are called "deliverables."

Data deliverables are designated in the following Data Items Delivery Schedule. Additional data deliverables or further clarification of these data deliverables are be provided below.

The Contractor shall deliver the following data items as specified in the table below. All data items shall be delivered to the Government in compliance with the performance measures and quality requirements set forth in the QASP

Unless otherwise specified, all deliverables shall be made FOB destination.

D.5.4 Data Items, Delivery Dates and Places

Task Reference	Deliverable Title	Due Date	Deliver To
D.2.5.1.1	Project Management Plan	Within thirty (30) calendar days after contract performance start date	Electronically to the GSA ITSS System
D.2.5.1.4/D.2.7.1.2	Weekly Activity Report	Monday of the following week	Submit to COR

Task Reference	Deliverable Title	Due Date	Deliver To
D.2.5.1.5 D.2.7.1.2 D.2.6.1.1	Monthly Status Report	15 th Day of the following month. Report due via email to the COR one week prior to the meeting. MSR must be submitted with monthly invoice to	Electronically to the GSA ITSS System
D.2.5.1.6-7	Briefings/Bullet Point	As directed by government	Submit to COR
D.2.5.1.9	Trip Report	Submit to COR five (5) calendar days after return	Electronically to the GSA ITSS System
D.2.5.1.10	PMR	Contractor shall prepare inputs/brief monthly area of responsibility at monthly PMR. PMR is generally 3rd Wed of every month, but may fluctuate as required by government	Electronically to the GSA ITSS System
D.2.8.1.2/D.2.8.1.10	Configuration Change Board CCB and CCB Charter	Within five (5) calendar days after opportunity is approved by the Government Submit updates within fifteen (15) calendar days of any significant change	Submit to COR
D.2.8.1.5	TIF Lab Baseline	Within thirty (30) calendar days after opportunity is approved by the Government Submit updates within fifteen (15) calendar days of any significant change	Submit to COR
D.2.8.1.9	Configuration Management Plans	Within thirty (30) calendar days after opportunity is approved by the	Submit to COR Electronically to the GSA ITSS System
D.2.9.1.1	S/SDD Architecture	As directed by government	Submit to COR
D.2.9.1.3	Capacity/Bandwidth Analysis	As directed by government	Submit to COR
D.2.9.1.5	Hardware LCM	As directed by government	Submit to COR
D.2.9.1.6	Core service requirement	As directed by government	Submit to COR

Task Reference	Deliverable Title	Due Date	Deliver To
D.2.9.1.7.8-11	Architecture Documents development	Within thirty (30) calendar days after opportunity is approved by the	Submit to COR
D.2.9.1.12	TIER 3 Support	As directed by government	Submit to COR
D.2.10.1.2	Product fielding support	As directed by government	Submit to COR
D.2.10.1.4	Scripting Application Development Support	As directed by government	Submit to COR
D.2.11.1.4	TIF Testing Documents	Within thirty (30) calendar days after opportunity is approved by the	Submit to COR
D.2.11.1.5		Government	
D.2.11.1.6		Submit updates within fifteen (15) calendar days	
D.2.12.1.1	TRB Support	As directed by government	Submit to COR
D.2.12.1.2	Requirements Documents	Within thirty (30) calendar days after opportunity is approved by the Government	Submit to COR
D.2.12.1.3	System Requirement Documents	Within thirty (30) calendar days after opportunity is approved by the Government	Submit to COR
D.2.12.1.5	Impact Forecasting Documents	Within thirty (30) calendar days after opportunity is approved by the Government Submit updates within fifteen (15) calendar days	Submit to COR
D.2.13.1.1	Program Strategy Documents	Within thirty (30) calendar days after opportunity is approved by the Government Submit updates within fifteen (15) calendar days	Submit to COR

Task Reference	Deliverable Title	Due Date	Deliver To
D.2.13.1.8	Project Management Function Documents	Within thirty (30) calendar days after opportunity is approved by the Government Submit updates within fifteen (15) calendar days of any significant change	Submit to COR
D.2.14.1	Develop Technical Documentation IAW DoD 005-1 TO Guidance	Within thirty (30) calendar days after opportunity is approved by the Government Submit updates within fifteen (15) calendar days of any significant change	Submit to COR
D.2.15.1	Security Certification and Accreditation packages	Within thirty (30) calendar days after opportunity is approved by the Government Submit updates within fifteen (15) calendar days	Submit to COR
D.2.15.1.3	NSI Document for ATO	Within thirty (30) calendar days after opportunity is approved by the Government Submit updates within fifteen (15) calendar days	Submit to COR
D.2.16	Quality Control Plan -Draft	Submission due concurrent with contractor quote. If requested, a final QCP must be furnished for acceptance by the Contracting Officer.	Electronically to the GSA ITSS System
		10 Business Day after award Electronically to the GSA ITSS System	

Task Reference	Deliverable Title	Due Date	Deliver To
D.2.16	Quality Control Plan-Final	30 Business Days after Government review. (The Government shall review and provide comments within 7 business days after receipt of the draft	Electronically to the GSA ITSS System
D.5.8	Kick off Meeting/CO	NLT 5 business days after award	Electronically to the GSA ITSS System
D.5.8	Contractor Employee Non-Disclosure	After award but prior to commencement of performance by each	Electronically to the GSA ITSS System

D.5.5 Document Format

Documentation provided in response to the objectives will be in the contractor's preferred format using standard Microsoft Office products (i.e., Word, Excel, PowerPoint, Access etc.).

D.5.6 Document Review Schedule

The Government representative shall have ten (10) business days to review the draft deliverables and make comments. The contractor shall then have five (10) business days to make all recommended corrections/changes. The final report shall be delivered to the Government representative who shall then have ten (10) business days for final review prior to acceptance or provide documented reasons for non-acceptance. When the Government fails to complete the review within the time specified, the deliverable shall become acceptable by default.

D.5.7 Document Correction

The Government representative shall have the right to reject or require correction of any deficiencies found in the data deliverables. In the event of rejection of any deliverable, the contractor shall be notified in writing by the Government representative of the specific reasons why the deliverable is being rejected. The contractor shall have ten (10) business days to correct the rejected deliverable and return it.

D.5.8 Data Requirements / Descriptions

Non-Disclosure Agreement

Each Contractor employee (including temporary employees) assigned to work under this contract / order shall complete the attached "Contractor Employee Non-Disclosure Agreement". A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the AF Program Manager Technical Representative prior to performing any work under this contract.

The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information:

18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)
18 U.S.C. 1905 (Criminal Code: Disclosure of Confidential Information)
Public Law 96-511 (Paperwork Reduction Act)

Monthly Status Report

All Tasks require a MSR. Reports must include, technical progress made, schedule status, travel conducted (actual travel expenditures verse planned travel expenditures), meetings attended, issues and recommendations. The MSR is intended to report on travel cost, schedule, and performance against PWS requirements, providing information at the CLIN level. As such, it will identify funding compared to ceiling, planned versus actual expenditures, deliverables funded and date they were funded, technical progress made and schedule status per deliverable, deliverables completed within the previous reporting period month, identifying them by title and number, and will indicate what deliverables are scheduled to be delivered during the upcoming reporting period (month/quarter). Specific format and content must be approved by the COR, per the guidance contained herein; status report format should be established no later than the post-award conference. The MSR must be in PDF or PowerPoint format and e-mailed to the COR prior to monthly briefing.

Program Management Review

The contractor shall schedule, facilitate, and document a Program Management Review (PMR) each quarter with the AFNIC/NAM for the duration of the contract. The PMR shall be a forum to review task progress, determine additional areas for inclusion, and adjust project resources and milestones based on current progress, new guidance, or policy.

Meetings, Briefings

The contractor shall prepare meeting minutes, briefings, background papers, bottom line electronic mail, and other correspondence. Briefing and/or supporting documentation will be delivered on time and in accordance with Government point of contact guidance. The contractors shall participate in meetings, video-teleconferences, web-based collaboration events, working groups, and briefings providing technical support and policy subject matter expertise.

Kickoff Meeting

The Contractor shall initiate work on this task order by meeting with GSA CO and key client agency representatives to ensure a common understanding of the requirements, expectations, and ultimate end products. The contractor shall discuss the overall understanding of the project and review the background information and materials provided by the client. Discussions will also include the scope of work, deliverables to be produced, how the efforts will be organized and project conducted; assumptions made/expected and results. A concerted effort shall be made to gain a thorough understanding of the client agency expectations. However, nothing discussed in this or in any subsequent meetings or discussions between the client and the Contractor shall be construed as adding, deleting, or modifying any task order requirements, including deliverable specifications and due dates.

D.5.9 Risk of Loss of Supplies, Equipment, Material

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies, equipment or materials provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination

Section D
Part 6

Contract Administration Data

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D.6.1 Government and Contractor Representatives

This section describes the roles and responsibilities of individuals who will be the points of contact for the Government and the Contractor on matters concerning contract administration. The parties shall address all communications and correspondence pertaining to this contract to the designated representatives designated herein.

D.6.1.1 Procuring Contracting Officer

The Procuring Contracting Officer (PCO), unless otherwise specified, is the government's sole point of contact for this contract. The PCO is authorized to take all actions regarding this contract on behalf of the government as authorized by contract provisions, regulations, or laws.

The PCO may transfer contract administration authority to a General Services Administration (GSA) Administrative Contracting Officer (ACO) and either the PCO or ACO may further delegate certain technical, management, and operations authority to a GSA Contracting Officer's Technical Representative (COTR). A copy of all delegations of authority shall be provided to the Contractor's designated representative.

The PCO for this contract is --
 Cassandra Hannah-Boyd
 Contracting Officer
 GSA-FAS, 5QZA
 230 S. Dearborn St., Room 3800
 Chicago, IL 60604
 (Office phone) 312-886-7499
 (Facsimile) 312-886-3827
cassandra.hannahboyd@gsa.gov

Note: In the temporary absence of the designated PCO, any warranted GSA Contracting Officer may assume contract administration responsibilities for this contract.

D.6.1.2 Administrative Contracting Officer

The GSA ACO, when appointed, is authorized to take all actions necessary to administer this contract on behalf of the government as authorized by contract provisions, regulations, or laws; i.e., resolve contractual problems, negotiate and sign contract modifications, issue terminations, settle claims, etc.

The GSA ACO is --
 Name: [Not designated at this time]
 Title: ACO
 Address:
 Telephone No:

D.6.1.3 GSA Contracting Officer's Technical Representative

The work to be performed under this contract is subject to monitoring by an assigned Contracting Officer's Technical Representative (COTR). The COTR appointment letter, outlining the COTR responsibilities under this contract/order, will be provided to the

contractor under separate cover. Questions concerning COTR appointments should be addressed to the Contracting Officer. The GSA COTR will be responsible for technical oversight of this contract and will monitor technical and delivery compliance. The COTR(s) may also perform invoice reviews. The COTR may interface with the Contractor as authorized in his/her delegation letter. The COTR may be assisted in his/her responsibilities by other qualified specialists; however, these specialists are to interface with the COTR and do not have the authority to direct the Contractor to make any changes in, or deviate from, the statement of work or other contract terms and provisions.

The GSA COTR for this contract is--
 Carrie Wieas
 Project Manager
 1710 Corporate Crossing, Suite 3
 O'Fallon, IL 62269-3734
 (Office Phone) 618 622-5803
 (Facsimile) 618-622-775
carrie.wieas@gsa.gov

D.6.1.4 Client Agency Program Manager

The GSA is performing this contract on behalf of the U.S. Air Force Network Integration Center has designated the following Program Manager to oversee this acquisition. The U.S. Air Force Network Integration Center/NAM will be responsible for internal government coordination of contract issues. The U.S. Air Force Network Integration Center/NAM does not have the authority to direct the Contractor to make any changes in, or deviate from, the statement of work or other contract terms and provisions. Requests for contract changes from U.S. Air Force Network Integration Center/NAM must be authorized by a warranted GSA Contracting Officer, and such changes will be affected by a properly executed contract modification.

The Client Agency Program Manager for this contract is --
 Donnie Harp
 AFNIC/NAM
 203 West Losey St., Room 3100
 Scott AFB, IL 62225-5219
 (Office Phone) 618-229-5155
 (Facsimile) 618-229-5794
Donnie.harp1@us.af.mil

Contract Officer Technical Representative (COTR) (alternate)
 Anthony Hammonds
 AFNIC/NAM
 203 West Losey St., Room 3100
 Scott AFB IL 62225-5219
 Phone: (618) 229-5940
 Fax: (618) 229-5794
anthony.hammonds@us.af.mil

D.6.1.5 Contractor's Points of Contact

The Contractor's point of contact for this contract is --

[to be entered at time of contract award]

Name

Title

Company Name

Address

City, State, Zip

Office phone

Facsimile

email@???.com

The Contractor agrees that this company representative, or a designated alternate, will be available to communicate with government representatives regarding the administration of this contract during normal business hours (e.g., 9AM to 5PM Monday – Friday, excluding holidays).

D.6.2 Limitations to Government Representative Authority

No changes in, or deviation from, the contract terms, provisions, or Statement of Work shall be affected unless stipulated in a contract modification executed by a warranted GSA Contracting Officer. In the event the Contractor makes any changes in contract performance at the direction of any person other than a warranted GSA Contracting Officer (to include other employees of GSA, U.S. Mobility Command, or any other Government agency), such changes shall be considered to have been made without Government authorization, and the Government will be under no obligation to make any adjustment (either up or down) in the contract price resulting from such unauthorized direction.

D.6.3 Contract Funding

This task will be incrementally funded using the following clause for Firm Fixed Price contracts. The funding citation will be added at the time of contract award.

DFARS Clause 252.232-7007, Limitation of Government Obligations

D.6.4 Invoicing and Payment**D.6.4.1 Invoice Content**

Firm fixed price invoices of equal amounts (i.e. 12 invoices per each CLIN per each period of performance) for all direct labor shall be submitted monthly with the Monthly Status Report (MSR). Invoices are due no later than the 10th calendar day of the month following the reporting period. The firm fixed price invoices shall also include travel costs for all travel completed during the reporting period. Invoices including travel costs shall include supporting documentation as required by the JTR. The invoices shall reflect the current month's charges, a cumulative total and identify the balance of funds remaining on the task through the current performance period (direct labor and travel costs shall be reported separately). Failure to comply with the procedures outlined may result in payment being delayed at no additional cost the Government.

D.6.4.2 Payment Instructions

THE FOLLOWING PROCEDURES MUST BE FOLLOWED TO ENSURE TIMELY PAYMENT:

Copies of all invoices must be submitted to BOTH the GSA Information Technology Solutions Shop (ITSS) for client acceptance and the GSA Finance Office for payment.

A. To submit your invoice to ITSS for client acceptance, follow these steps.

1. Log onto the internet, URL <http://it-solutions.gsa.gov>.
2. Log into ITSS using your assigned username and password.
3. Once logged in, click on [Create Support Documents].
4. Once in the Create Support Documents field, you will see a list of awarded task order numbers and a pull down menu that reads [Select Support Document]. Select the appropriate task order number by highlighting it, then click on the pull down menu; select [Acceptance Information] and click on the [Create] icon.
5. You are now on the page where you can attach an electronic copy of your invoice. Click on the thumbtack [Attach] icon to bring up the attachments window. When you are done attaching the invoice, click on the "Submit" button at the bottom of the page to complete the transaction and close the attachment window. You can now also enter the delivery date and invoice number, and you have the opportunity to send comments to the client (receiving activity) in the detailed comments block. Click on [Submit] to complete the process.

Once you have uploaded your invoice in ITSS, the GSA client (receiving activity) can accept, partially accept, or reject the goods and/or services that have been delivered and billed on the invoice. The client will also indicate the amount approved for payment.

Note: If you need assistance accessing or working in the GSA ITSS system, contact the ITSS Help Desk at 877 / 243-2889.

B. To submit your invoice to the GSA Finance Office for payment, follow these steps.

1. Log onto the GSA Finance website at www.finance.gsa.gov.
2. Click on [Click here to Login].
3. Enter your password* and click [login]. (DO NOT USE THE ENTER KEY. USE THE MOUSE TO CLICK ON [LOGIN]. Please note that using [cut and paste] may not work; you may need to type your password. It is not case sensitive.)

(*Note: If you do not have a password, go to www.finance.gsa.gov and click on [Get a Password for Payment Searches] under "Quick References" on the left side of the screen. Fill out the form and submit. You should receive your password within 24 hours.)

4. Select [submit invoice].
5. Select [All Pos].
6. Find the ACT# or PDN# you are invoicing against and select it. A form will appear that you fill in with your invoice information. Note: if you are resubmitting a rejected invoice, add an [R] or an [A] to the end of the original invoice number or use an entirely new invoice number. The GSA system will not let you use an invoice number you have used before.

7. Fill in the information requested. All fields marked with an asterisk (*) are required fields.
8. When complete, click [continue]. If you have made any errors, you will receive an error message. (Worth noting: dates are in mm/dd/yyyy format, money amounts have no \$ signs or commas, only a decimal point.) Correct the error and click "continue" again.
9. You will have an opportunity to upload any backup material as attachments after clicking [submit] on the next screen.
10. Add any invoice backup material as an attachment. (Note: Your payment may be processed more quickly if you attach a copy of the client's acceptance, found on the ITSS [Acceptance Information] page per the acceptance instructions, above.)

NOTE: HARD COPY AND FAXED INVOICES ARE NOT ACCEPTED BY GSA FINANCE.

If you have questions about submissions to the GSA Finance Office, please e-mail FW-PaymentSearch.finance@gsa.gov or call GSA Finance Customer Support at 816-926-7287. Anyone there will be able to assist you. Please be prepared to provide the order number, ACT #, Invoice #, and invoice amount in your request for information. Do not send attachments to e-mail inquiries.

End of clause

D.6.4.3 Incremental Funding

The Government's payment obligations under this contract may be limited by the available funds. If this is the case, the following provision entitled "The Limitation of Government's Obligation" (DFARS 252.232-7007, as prescribed in DFARS 232.705-70), regarding incremental funding of the fixed price portion of this contract will apply. The clause will be completed at time of award. The draft follows:

DFARS 252.232-7007 Limitation of Government's Obligation.
As prescribed in DFARS 232.705-70.

LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line items for fixed price labor are incrementally funded. The sum of **\$0.00** is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total

amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Funding Available	-----	Amount	-----	Estimated Period Covered
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Total fixed price funding requirement - \$0.00

On execution of contract ----- \$0.00 ----- from date – to date

On or before date \$0.00 ----- from date – to date

On or before date \$0.00 ----- from date – to date

(End of clause)

SECTION E

SOLICITATION PROVISIONS

- E.1 Instructions to Offerors – Commercial Items (FAR 52.212-1)
- E.2 Instructions to Offerors - Addendum
- E.3 Evaluation of Proposals – Commercial Items
- E.4 Offeror Representations and Certifications – Commercial Items

Section E Part 01

SOLICITATION PROVISIONS

INSTRUCTION TO OFFERORS – COMMERCIAL ITEMS

52.212-1 Instructions to Offerors—Commercial Items.

As prescribed in 12.301(b)(1), the following provision is inserted.

INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (SEPT 2006)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(k) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However,

the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section
Suite 8100
470 East L'Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925
Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (i) ASSIST (<http://assist.daps.dla.mil>).
- (ii) Quick Search (<http://assist.daps.dla.mil/quicksearch>).
- (iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to all offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System For Award Management (SAM) database.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same parent concern. If the offeror does not have a

DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the internet at <http://www.dnb.com>. An offeror located outside the United States must contact the local Dun and Bradstreet office for a DUNS number.

(k) System For Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the internet at <http://www.sam.gov> or by calling 1-888-227-2423 or 269-961-5757.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

**Section E
Part 02**

SOLICITATION PROVISIONS

ADDENDUM TO

INSTRUCTION TO OFFERORS – COMMERCIAL ITEMS

(FAR 52.212-1)

E.2.1 Introduction

This procurement is to provide system sustainment support into an Air Force enterprise network, as described in Section D, Part 2a of this solicitation. This addendum adds clarification to those paragraphs of Section E, Part 1, Instructions to Offerors – Commercial Items (FAR 52.212-1) (hereinafter referred to as “The Instructions”) that are referenced. This addendum also adds requirements and information that is not addressed in “The Instructions”.

E.2.2 Clarifications to “The Instructions”

The numbering of these clarifications follows the outline of “The Instructions”. Paragraphs from “The Instructions” that are not appended are NOT referenced in this addendum.

52.212-1 Instructions to Offerors—Commercial Items

(b) Submission of Offers –

- (4) Technical Description – Offeror must show a technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary. Additionally --
 - a. The proposal should demonstrate the offeror’s ability to meet the stated requirements of the government as set forth in the Statement of Work and any associated, accompanying, or referenced laws, regulation, provisions or documents.
 - b. The proposal should be clear and concise. All claims and capabilities should be substantiated by references, documented experience, and/or examples. Specifically, technical performance of the offered equipment (if applicable), showing that it meets the government’s requirements, should be substantiated by test results, preferably from an independent (third party) testing organization.
 - c. The proposal shall not include, by reference, any extraneous material. The proposal shall not mention external material (material not included in the

- proposal) that would not be easily understood by a general practitioner in the field of expertise related to this requirement.
- d. Offers will not be rejected because the proposed item or system provides capabilities that exceed the minimum government requirement.
 - e. Offeror is encouraged to provide a Compliance Matrix with, or as part of, their technical proposal. The purpose of the compliance matrix is to acknowledge proposal compliance with each specification requirement and specifically to identify areas of the proposal that comply with the Government's requirement. The matrix will help Government evaluators find the information in the proposal that verifies compliance with the Government's requirement.
- (6) Offer may include quantity discounts and/or tiered pricing.

After (b)(11) add the following paragraph.

The proposal shall --

- (12) Include all relevant data.
- (13) Not include unnecessarily elaborate brochures, documentation, binding, detailed artwork, or other embellishments.
- (14) Be unclassified.
- (15) Include all assumptions made by the offeror.
- (16) Be submitted as follows:
 - a. To the maximum extent possible, the proposal shall be prepared and submitted in electronic format. All word processing documents/files shall be written in Microsoft Word format with all external objects embedded (not linked). All spreadsheet documents/files shall be written in Microsoft Excel format. Additionally, documents can be submitted in .pdf format. *[Note: This stipulation is for compatability with government software and is not an endorsement of Microsoft Corporation or Adobe Corporation or either of their products.]*
 - b. Multimedia files will not be accepted, e.g., QuickTime or Windows Media Player, RealPlayer, etc.
 - c. Electronic submission shall be accomplished through the GSA ITSS (Information Technology Solutions Shop) system procurement portal (**web.ITSS.gsa.gov**) under the solicitation number noted above. This system allows the offeror to provide information in text boxes and attach proposal documents.

The Contractor must register in ITSS prior to down loading the proposal to this system. Instructions for registering are provided on the web site. If you have any problems registering or submitting the proposal contact **ITSS Help Desk at 877/243-2889** or the following individual(s) for assistance.

GSA Project Manager
Carrie Wieas
1710 Corporate Crossing
Suite 3
O'Fallon, IL 62269-3734

GSA Contracting Officer
Cassandra Hannah-Boyd
230 S Dearborn, St, Room 3800
Chicago, IL 60604
312-886-7499

618-622-5803
618-622-5775 (Fax)
Carrie.wieas@gsa.gov

312-886-3827 (Fax)
cassandra.hannahboyd@gsa.gov

- d. Hard Copy Submission The offeror may, but is not required or encouraged to, submit hard copies of the proposal and/or any attachments. Hard copies shall be delivered to the following address.

GSA Contracting Officer
Cassandra Hannah-Boyd
230 South Dearborn Street
Room 3800
Chicago, IL 60604
312 / 886-7499
312 / 886-3827 (Fax)

- e. Proposal Receipt Date: Proposal must be received by the date and time specified in ITSS system.
- f. Proposal Preparation Costs: This RFP does not commit the Government to pay any cost for the preparation and submission of the proposal in response to this RFP. In the event discussions and/or oral presentations are held, the Government will not reimburse contractors for expenses associated with discussions and/or oral presentations.
- g. Separation of Technical Proposal and Prices: Do not include prices in, or as part of, the technical proposal. Prices, entered either in the Solicitation Section D. Part 1 or in a format of the offeror's choosing, shall be provided as a separate attachment.

- (d) **Product Samples** – Product samples are NOT required by this solicitation.
- (e) Notwithstanding paragraph (e) in the "instructions", offerors are not encourage to submit multiple offers
- (g) **Contract Award** – The offer will be evaluated on a "best value" basis as described in Section E, Part 3 of this solicitation. The Government contemplates award of a firm fixed-price contract.

E.2.3 Requests for Clarification or Additional Information

The government Contracting Officer is the offerors' single point of contact for questions, clarifications, comments, and additional information regarding this solicitation.

Mrs. Cassandra Hannah-Boyd
Contracting Officer
General Services Administration
230 S. Dearborn St., Room 3800

Chicago, IL 60604-1505
Office Phone: (312) 886-7499
Facsimile: (312) 886-3827
cassandra.hannahboyd@gsa.gov

Information concerning this solicitation or requests for clarification will not be provided in response to offeror-initiated telephone calls. All such requests shall be made in writing and submitted to the above postal or email address. Questions shall identify the specific area of the solicitation in which clarification is desired. All questions and answers shall be provided to all prospective offeror by the Contracting Officer. Sources of questions will not be identified.

The prospective offeror is cautioned against discussing the preparation of the proposal or questions related to this acquisition with Government personnel except the Contracting Officer. The circumstances of such a contact, when verified, could result in disqualification of the offeror's proposal. Accordingly, discussions with Government personnel other than the Contracting Officer concerning the specifications, the documents incorporated by reference, pricing, or any other proposal matters are strictly forbidden.

E.2.4 Subcontracting Plan

The Subcontracting Plan is "Not Applicable".

Section E
Part 03

SOLICITATION PROVISIONS

EVALUATION OF PROPOSALS – COMMERCIAL ITEMS

The following provision has been tailored from the clause entitled, Evaluation—Commercial Items (FAR 52.212-2) as prescribed in FAR 12.301(c). This alternate language applies to this non-competitive small business procurement action.

Following receipt of a proposal and price quotation, the Government will review these documents to ensure that the offeror has the technical expertise, resources, and credentials, and is otherwise qualified to perform this requirement. Additionally, the Government shall review the offeror's quote to insure that the price is fair and reasonable. The Government will hold discussions with the offeror if necessary, but may proceed to award without discussions if the offeror's quote and credentials are acceptable in all aspects.

Upon successful completion of any discussions and acceptance of the quote, a written notice of award or acceptance will be made through the GSA ITSS system, or otherwise furnished to the offeror, within the time for acceptance specified in the offer. This notice of award shall result in a binding contract without further action by either party.

Section E

Part 04

SOLICITATION PROVISIONS

OFFER REPRESENTATIONS AND CERTIFICATIONS

E.4.1 Electronic Representations and Certifications

As prescribed in FAR 4.1202, offerors may use the electronic systems for the submission of representations and certifications as explained below. If the electronic system is used, offerors need only **complete paragraph (k)** of the Representations and Certifications found in E.4.2, below, **if applicable**.

The **Online Representations and Certifications Application (ORCA)** is part of the Business Partner Network (BPN). ORCA is the primary Government repository for Contractor submitted representations and certifications required for conducting business with the Government. **Contractors are required to use ORCA as a part of the proposal submission process, except for the purchase of commercial items, in which case the Contractors can choose to use electronic or manual submission (see FAR 4.1202).** ORCA is located at <http://orca.bpn.gov>. Prior to accessing ORCA, Contractors shall first register through the SAM database. Contractors may reference FAR Clauses 52.204-7 and 52.204-8 for information about maintaining and updating SAM and ORCA data.

Business Partner Network (BPN) is the integrated electronic infrastructure the Government uses to manage (*i.e.*, collect, validate, access and maintain) the information it needs to transact business with its contractors. The BPN is located at <http://www.bpn.gov/>. The BPN web site links to several electronic databases containing Contractor information.

System For Award Management (SAM) is the primary Government repository for contractor information required for the conduct of business with the Government. The SAM database is located at <http://www.sam.gov/> and the SAM data will populate other Government applications with the Contractor's information. In SAM, Contractors shall assign themselves a Marketing Partner Identification Number (MPIN), which they will use to gain access to the BPN network applications.

E.4.2 Manual Representations and Certifications

If the offeror opts not to submit representations and certifications electronically through the Online Representations and Certifications Application (ORCA), the offeror shall complete the following clause, Offeror Representations and Certifications—Commercial Items (FAR 52.212-3), as prescribed in FAR 12.301(b)(2).

OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (MAY 2014)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) Definitions. As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
- o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- o Offeror is an agency or instrumentality of a foreign government;
- o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:
 Name _____
 TIN _____

(c) Representations Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ____ is, ____ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ____ is, ____ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ____ is, ____ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ____ is, ____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ____ is, ____ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ____ is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it ____ is, ____ is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51–100	<input type="checkbox"/> \$1,000,001–\$2 million
<input type="checkbox"/> 101–250	<input type="checkbox"/> \$2,000,001–\$3.5 million
<input type="checkbox"/> 251–500	<input type="checkbox"/> \$3,500,001–\$5 million
<input type="checkbox"/> 501–750	<input type="checkbox"/> \$5,000,001–\$10 million
<input type="checkbox"/> 751–1,000	<input type="checkbox"/> \$10,000,001–\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

- (i) It ___ is, ___ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ___ is, ___ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

- (1) Previous contracts and compliance. The offeror represents that—
 - (i) It ___ has, ___ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and
 - (ii) It ___ has, ___ has not filed all required compliance reports.
- (2) Affirmative Action Compliance. The offeror represents that—
 - (i) It ___ has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or
 - (ii) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act—Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."
- (2) Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act."
- (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products)
or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
- (2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

- (3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

- (4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)
- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."
- (ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

[List as necessary]

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

- (1) ___ Are, ___ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) ___ Have, ___ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) ___ Are, ___ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) *Listed end products.*

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

- (2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
- [] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
- [] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(i) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- ☐ (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- ☐ (2) Outside the United States.

(k)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

- (2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (b) through (j) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

(End of provision)